

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WILLIAM BREWART,

Plaintiff,

vs

Case No: 13-11657
Honorable Victoria A. Roberts

TRAVELERS CASUALTY
INSURANCE COMPANY OF AMERICA,

Defendant.

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ORDER

Defendant filed a Motion to Enforce Settlement Agreement (Doc. #51) which has been fully briefed and supplemented by both parties.

In addition to requesting that the Court enforce a settlement placed on the record on January 5, 2016, Travelers requests that the Court sanction Mr. Brewart under Fed. R. Civ. P. 16(f), (Sanctions), award costs in the amount of \$706.52 and award attorney fees in the amount of \$8,531.10. Travelers also requests that the Court hold Mr. Brewart in contempt of court.

Defendant's Motion to Enforce the Settlement is **GRANTED IN PART**. The Court holds Travelers' other requests in **ABEYANCE**, pending Mr. Brewart's compliance with this Court's Order by April 20, 2016.

All parties and counsel appeared for a Court ordered settlement conference on January 5, 2016. The settlement was placed on the record. Mr. Brewart was placed under oath and indicated his desire to accept Defendant's offer of \$42,000 in full

settlement. A sum had already been paid to Mr. Brewart prior to the settlement conference. Mr. Brewart expressed no reservation concerning the agreement; the transcript of the hearing gives no indication of hesitation on his part. (Exhibit A, Defendant's Motion)

The Court met with the parties and counsel for several hours before the settlement was placed on the record. No evidence supports Mr. Brewart's contention that he was "forced or coerced into signing the settlement agreement which rendered him incapable of exercising his free will." No evidence manifested that Mr. Brewart lacked the mental capacity to contract, despite his age (66) and the medical issues he outlines in his response brief (diabetes and bad back).

The Court finds that Mr. Brewart had the ability and mental capacity to enter into a settlement agreement, that he did enter into that agreement and that he breached the agreement by not signing appropriate releases. *Kloian v Domino's Pizza LLC*, 273 Mich App 449; 733 NW 766 (2006); *Clement v Buckley Mercantile Co.* 172 Mich 243, 137 NW 657 (1912).

The Court enforces the January 5, 2016 settlement placed on the record and presented to Mr. Brewart in writing by Travelers on January 26, 2016.

If Mr. Brewart continues to refuse to sign the appropriate documentation of the settlement, Travelers will be absolved of any obligation to pay him. Mr. Brewart has until Wednesday, April 20, 2016 at noon, to sign the documents. Traveler's must file a notice by that deadline of the outcome.

If Mr. Brewart does not sign documents by then, the Court will consider the imposition of costs and attorney fees, and whether he should be held in contempt.

IT IS ORDERED.

S/Victoria A. Roberts

Victoria A. Roberts

United States District Judge

Dated: April 8, 2016

The undersigned certifies that a copy of this document was served on the attorneys of record by electronic means or U.S. Mail on April 8, 2016.

s/Linda Vertriest

Deputy Clerk